TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elevon, Inc.		09/22/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association-National:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2727183	ELEVON
Registration Number:	2467240	HORIZON
Registration Number:	2330246	WALKER

CH $90.00 2727183

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	341791
NAME OF SUBMITTER:	Penelope J.A. Agodoa

Signature:	/pja/
Date:	10/05/2005

Total Attachments: 15
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TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2005, among SSA GLOBAL TECHNOLOGIES, INC. (the "Borrower"), the subsidiaries (the "Subsidiary Parties") of the Borrower listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of September 22, 2005 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, each Subsidiary of the Borrower from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of September 22, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos and other source or business identifiers, all registrations, applications and recordings thereof, and all registration and application recordings filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for intent-to-use applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, to the extent that any security interest of the Collateral Agent therein could reasonably be expected to cause the invalidation of such application and unless and until an Amendment of Alleged Use or a Statement of Use under

Section 1(c) or (d), as the case may be, of such Act (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule III, as updated from time to time pursuant to Section 4.05(e) and (b) all goodwill associated therewith or symbolized thereby.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND WHOLLY PERFORMED THEREIN.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute a single contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SSA GLOBAL TECHNOLOGIES, INC.,

by

Name:
Title: KIRK J. ISAACSON
EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SSA GLOBAL TECHNOLOGIES, INC.,

by

Name:
Title:

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

by

Name: David M. Mallett
Title: Vice President

[[2540131]]

INFINIUM SOFTWARE, INC.,

by

Name:
Title: KIRK J. ISAACSON

INFINIUM SOFTWARE ASIA/PACIFIC, INC.,

by

Name:
Title: KIRK J. ISAACSON

SENECA HOLDINGS INC.,

by

Name:
Title: KIRK J. ISAACSON

SENECA ACQUISITION SUBSIDIARY INC.,

by

Name: KIRK J. ISAACSON
Title:

ELEVON, INC.,

by

Name:
Title: KIRK J. ISAACSON

CAPS LOGISTICS INC.,

by

Name:
Title: KIRK J. ISAACSON

BAAN U.S.A., INC.,

by

Name: KIRK J. ISAACSON
Title:

EXE TECHNOLOGIES, INC.,

by

Name:
Title: KIRK J. ISAACSON

SSA PACIFIC RIM CORP.,

by

Name:
Title: KIRK J. ISAACSON

SSA GLOBAL TECHNOLOGIES
(JAPAN) L.L.C.,

by

Name:
Title: KIRK J. ISAACSON

SSA JAPAN CORP.,

by

Name: KIRK J. ISAACSON
Title:

ARZOON GLOBAL COMMERCE, INC.,

by

Name: KIRK J. ISAACSON
Title:

BONIVA SOFTWARE, INC.,

by

Name: KIRK J. ISAACSON
Title:

WALKER INTERACTIVE PRODUCTS INTERNATIONAL,

by

Name: KIRK J. ISAACSON
Title:

SSA-E ACQUISITION SUBSIDIARY INC.,

by

Name: KIRK J. ISAACSON
Title:

SSA-E MERGER SUBSIDIARY INC.,

by

Name: KIRK J. ISAACSON
Title:

Schedule I

SUBSIDIARY PARTIES

CAPS Logistics Inc.
Elevon, Inc.
Infinium Software, Inc.

Schedule II

TRADEMARKS

See Attached.

US TRADEMARKS APPLICATIONS AND REGISTRATIONS

Owner of Record	Reg. / App. No.	Mark
CAPS Logistics Inc.	2716992	CAPS LOGISTICS

US TRADEMARKS APPLICATIONS AND REGISTRATIONS

Owner of Record	Reg. / App. No.	Mark
Elevon, Inc.	2727183	ELEVON
Elevon, Inc.	2467240	HORIZON
Elevon, Inc.	2330246	WALKER

US TRADEMARKS APPLICATIONS AND REGISTRATIONS

Owner of Record	Reg. / App. No.	Mark
Infinium Software, Inc.	2031558	INFINIUM
Infinium Software, Inc.	2314388	INFINIUM

US TRADEMARKS APPLICATIONS AND REGISTRATIONS

Owner of Record	Reg. / App. No.	Mark
SSA Global Technologies, Inc.	76155457	1:1 PERSONAL AGENTS
SSA Global Technologies, Inc.	2779792	ARZOON
SSA Global Technologies, Inc.	2602762	BPCS
SSA Global Technologies, Inc.	78304993	BUSINESS WITHOUT BOUNDARIES
SSA Global Technologies, Inc.	2327696	EXE
SSA Global Technologies, Inc.	2365587	EXE TECHNOLOGIES
SSA Global Technologies, Inc.	2290776	IRONSIDE
SSA Global Technologies, Inc.	2737885	LIFE
SSA Global Technologies, Inc.	1582410	MANMAN
SSA Global Technologies, Inc.	78420012	MARCAM
SSA Global Technologies, Inc.	1376990	MASTERPIECE
SSA Global Technologies, Inc.	1421775	MASTERPIECE
SSA Global Technologies, Inc.	1541279	MAXCIM
SSA Global Technologies, Inc.	2219368	OBTECH
SSA Global Technologies, Inc.	2183235	PRISM
SSA Global Technologies, Inc.	2183236	PRISM
SSA Global Technologies, Inc.	2211400	PRISM
SSA Global Technologies, Inc.	78506085	SSA GLOBAL FORWARD FASTER (Design)
SSA Global Technologies, Inc.	2741262	SSA GLOBAL TECHNOLOGIES
SSA Global Technologies, Inc.	2741266	SSA GLOBAL TECHNOLOGIES
SSA Global Technologies, Inc.	2741267	SSA GLOBAL TECHNOLOGIES
SSA Global Technologies, Inc.	2746396	SSA GLOBAL TECHNOLOGIES
SSA Global Technologies, Inc.	76386958	SSA GT
SSA Global Technologies, Inc.	2693916	V
SSA Global Technologies, Inc.	2698407	V VIGILANCE
SSA Global Technologies, Inc.	2698377	VIGILANCE